

RIGHT-OF-WAY EASEMENT AGREEMENT

THIS RIGHT-OF-WAY EASEMENT AGREEMENT ("Agreement") is made effective this 8th day of JANUARY, 1996, between ARCHIE J. LEWIS, JR. whose address is Box 128, McCormick, South Carolina ("Grantor"), and NEVADA GOLDFIELDS INC., a Nevada corporation, whose address is Post Office Box 1530, McCormick, South Carolina 29835 ("NGI").

WITNESSETH: Grantor, the owner of the property herein-after described, for and in consideration of the sum of three thousand, five hundred and no/100 dollars (\$3,500) paid by NGI to Grantor, receipt of which is hereby acknowledged, does hereby grant unto NGI, its agents, successors and assigns, the right, right-of-way and easement in, over, through and across the following described tract of land hereinafter called the ("Easement"), to wit:

ALL that piece, parcel or tract of land situate, lying and being in the County of McCormick, State of South Carolina, containing Fourteen (14) Acres, more or less, located along the Northwest side of McCormick County Road No. S-33-30 approximately 2800 feet to the West of said county road intersection with South Carolina Road No. 28 and being BOUNDED: on the North by lands of J. G. Dorn; on the Northeast by lands of the M. G. Dorn Estate; on the East by McCormick County Road No. S-33-30 and by lot of Mrs. Carree Stephenson; and on the South by lands of R. M. Schumpert. For a more particular description of said tract, reference is made to a Plat prepared by B. W. Crouch, Registered Surveyor, from a survey of January 11, 1964, a copy of said Plat is depicted in the attached Exhibit A which is incorporated by this reference and said Plat is recorded in the Office of the Clerk of Court for McCormick County, South Carolina, in Plat Book 5, at page 268. This tract was conveyed to the Grantor herein, Archie J. Lewis, Jr. by deed from J. M. Gantt and Mrs. Sara S. Gantt dated December 4, 1967, and recorded in the Office of the Clerk of Court for McCormick County, South Carolina, in Deed Book 27, at



page 156. The right-of-way is depicted in detail on a drawing herein attached as Exhibit B. The description of the right-of-way is as follows: Beginning at a point located on the Northwest property line with J. G. Dorn running N 40 deg. E and being 3 feet from corner iron "A" depicted on the above mentioned drawing as (PT.4); thence running approximately S 70 deg. E for a distance of 210 feet, more or less, to a nail in the center of road S-33-30 (NAIL 1); thence running N 38 deg. 10 min. E along said road 40 feet to a nail in the center of the road (NAIL 2); thence running approximately N 70 deg. W for a distance of 210 feet, more or less, to a point on the said property line with J. G. Dorn (PT.3); thence running S 40 deg. W for a distance of 40 feet to the point of beginning (PT.4). This Easement incorporates and supplants an existing easement created in favor of NGI pursuant to an unrecorded access agreement between NGI and Grantor dated May 9, 1988.

NGI, its employees, agents and licensees shall have the right to use that certain existing access roadway that lies within the Easement. NGI shall also have the right to improve said road by widening same within the bounds of the Easement and by grading, ditching and installing culverts and or other erosion controls as needed. Upon termination of this Agreement, NGI, its agents, successors and assigns shall leave the access roadway within the boundaries of the Easement in at least the same or better condition than existed at the time of the execution of this Agreement.

NGI shall indemnify, protect, save and hold harmless Grantor from and against all liens, claims or damages arising out of NGI'S exercise of the rights granted hereunder; provided, however, that if Grantor or any agent acting on Grantor's behalf shall have been a contributing cause to the event giving rise to any such claims or damages, liability shall be shared by Grantor and NGI in proportion to their allocable share of fault or causation as determined by a court or jury. NGI shall carry liability insurance protecting Grantor against damages arising out of NGI'S exercise of the rights granted hereunder.

NGI may freely assign its rights and delgate its duties hereunder. Provided, however, that NGI shall remain responsible for liabilities which accrue, but remain unsatisfied at the expiration of the term of this Agreement or any extension thereof.

This Agreement, and the rights and duties assigned and assumed hereunder, shall terminate on January 3, 2001, unless extended by written agreement of the parties or their successors and assigns. Grantor hereby binds himself and his heirs, executors, administrators, successors and assigns to defend the Easement unto NGI, its successors and assigns, against Grantor and his heirs, executors, administrators, successors and assigns and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof, during the term of this Agreement.

WITNESS my hand and seal, this 8th day of January, 1996.

Signed, Sealed and Delivered
in the Presence of the
undersigned witnesses:

Frances S. Lewis

GRANTOR
[Signature] (SEAL)

NGI
NEVADA GOLDFIELDS, INC.

BY: [Signature]
Scott A. Wilkinson
Project Manager

BY: [Signature]
Andi Neal
Office Manager

STATE OF SOUTH CAROLINA)

)ss. PROBATE

COUNTY OF McCORMICK)

PERSONALLY APPEARED before me Archie D. Lewis, Jr.
who signed the foregoing written instrument for the uses and
purposes therein mentioned.

Sworn before me this 8th day of January, 1996.

Andi Noel
NOTARY public for South Carolina

October 14, 2004
My Commission Expires